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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,)
Plaintiff,)
15 v.)
16 APPROXIMATELY \$73,306 IN)
UNITED STATES CURRENCY,)
Defendant.)
17 _____)
18 FERNANDO RENDON-GUTIERREZ,)
Claimant.)
19 _____)
20
21
22

No. 07-3680 MEJ

SETTLEMENT AGREEMENT

23 The parties stipulate and agree as follows:

24 1. Plaintiff is the United States of America ("United States"). Defendant is \$73,306
in United States Currency ("Defendant \$73,306"). After proper notification and publication was
given, the only person who filed a timely Claim in this action is claimant Fernando
25 Rendon-Gutierrez. As a result, only claimant Gutierrez has a right to defend Defendant \$73,306.
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1 The United States and claimant Rendon-Gutierrez are hereafter referred to as the "parties" in this
2 document which is hereinafter referred to as the "Settlement Agreement" or "Agreement."

3 2. After full and open discussion, the parties agree to resolve any and all claims
4 against Defendant \$73,306, and any and all claims that could have been brought, if any, against
5 any and all past and present officials, employees and agents of the United States, including those
6 at the United States Department of Justice and the Drug Enforcement Administration, as well as
7 local and state law enforcement, arising out of the seizure of Defendant \$73,306 and the facts
8 alleged in the Complaint for Forfeiture filed in this lawsuit on or about July 17, 2007.

9 3. The parties agree that the resolution of the lawsuit is based solely on the terms
10 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
11 freely and voluntarily entered into by the parties. The parties further agree that there are no
12 express or implied terms or conditions of settlement, whether oral or written, other than those set
13 forth in this Agreement. This Agreement shall not be modified or supplemented except in
14 writing signed by the parties. The parties have entered into this Agreement in lieu of continued
15 protracted litigation and District Court adjudication.

16 4. The parties further agree that this Settlement Agreement cannot be used and does
17 not constitute precedent on any legal or factual issue for any purpose whatsoever, including all
18 administrative proceedings and legal proceedings, including the pending charges in the
19 prosecution of Fernando Rendon-Gutierrez in CR 07-0455 VRW.

20 5. The parties agree that claimant Rendon-Gutierrez releases and discharges the
21 United States, as well as any past and present officials, employees, agents, attorneys, their
22 successors and assigns, from any and all obligations, damages, liabilities and demands of any
23 kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or
24 unknown, arising out of the seizure of Defendant \$73,306 and the allegations in plaintiff's
25 Complaint for Forfeiture, filed on July 17, 2007.

26 6. In order to resolve this case without the expense of further litigation, the parties
27 have agreed that \$43,306 of defendant shall be forfeited to the United States and that \$30,000 of
28 defendant shall be returned to claimant Rendon-Gutierrez, by check made payable to Scott

1 Sugarman, the attorney for claimant Rendon-Gutierrez, and delivered to his attorney, Scott
2 Sugarman, at Sugarman & Cannon, 44 Montgomery Street, Suite 2080, San Francisco, California
3 94104. Such payment shall be in full settlement and satisfaction of any and all claims by
4 claimant Rendon-Gutierrez, his heirs, representatives and assignees to Defendant \$73,306.

5 7. Claimant Rendon-Gutierrez shall hold harmless the United States, including its
6 agents, officers, representatives and employees, as well as any and all state and local law
7 enforcement officials, for any and all acts directly or indirectly related to the seizure of Defendant
8 \$73,306, the facts alleged in the Complaint for Forfeiture and the forfeiture of \$43,306 of
9 defendant \$73,306.

10 8. The United States and Claimant Rendon-Gutierrez agree that each party shall pay
11 its own attorneys' fees and costs.

12 9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

13 IT IS SO STIPULATED:

SCOTT N. SCHOOLS
United States Attorney

~~PATRICIA J. KENNEY
Assistant United States A.~~

W. E. B. DuBois

~~SCOTT SUGARMAN~~
Attorney for Claimant Fernando
Rendon-Gutierrez

FERNANDO RENDON-GUTIERREZ
FERNANDO RENDON-GUTIERREZ
Claimant

21 | Dated: November 7, 2007

23 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS _____.
24 DAY OF _____, 2007, AND THIS CASE IS HEREBY DISMISSED ON THE
25 FOREGOING TERMS.

HONORABLE MARIA ELENA JAMES
United States Magistrate Judge